

3327

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4 BILL NO. S-76-09-19.

SPECIAL ORDINANCE NO. S-161-76

6 AN ORDINANCE approving a contract
7 with International Salt Company
8 for the purchase of Bulk Rock
9 Salt necessary for ice and snow
removal.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
11 OF FORT WAYNE, INDIANA:

12 SECTION 1. That the contract dated August 31,
13 1976, between the City of Fort Wayne, by and through its Mayor
14 and the Board of Public Works and International Salt Company for:

15 The purchase of approximately 6,000 tons of
16 Bulk Rock Salt (Coarse-crushed Sodium Chloride)
at \$15.59 per ton to be used by the Street
Department for ice and snow removal

17 all as more particularly set forth in Civil City Purchase Order
18 33823 and which is on file in the office of the Department of
19 Purchasing and is by reference incorporated herein, made a part
20 hereof and is hereby in all things ratified, confirmed and approved.
21

22 SECTION 2. This Ordinance shall be in full force
23 and effect from and after its passage and approval by the Mayor.
24
25

26
27 
28 Councilman

31
32
33
34 APPROVED AS TO FORM
AND LEGALITY,
35 
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted: read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 1976, at _____ o'clock P.M., E.S.T.

Date:

9-14-76

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (YES) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-VIT |
|-------------|----------|------|-----------|----------|--------|
| TOTAL VOTES | <u>8</u> | | | <u>1</u> | |
| BURNS | <u>X</u> | | | | |
| HINGA | <u>X</u> | | | | |
| HUNTER | <u>X</u> | | | | |
| MOSES | <u>X</u> | | | | |
| RUCKOLS | <u>X</u> | | | | |
| SCHMIDT, D. | <u>X</u> | | | | |
| SCHMIDT, V. | <u>X</u> | | | | |
| STIER | | | | <u>X</u> | |
| TALARICO | <u>X</u> | | | | |

DATE:

9-28-76

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 161-76 on the 28th day of Sept., 1976.

TEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDENT OFFICER

Presented by _____ to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of Sept., 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Enacted and signed by me this 1st day of October, 1976, at the hour of 8:00 o'clock A. M., E.S.T.

Rahel E. Armstrong
Mayor

Bill No. S-76-09-19

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with International Salt Company for the purchase
of Bulk Rock Salt necessary for ice and snow removal

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

William T. Hinga

Donald J. Schmidt

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

DATE 9-28-76

CHIEF CLERK

Memorandum

To H. P. Wehrenberg, Chairman Board of Works Date August 31, 1976

From Purchasing Department

Subject Bid No. 722 - Bulk Rock Salt - Street Department

COPIES TO:

V. H. White

Attached is Blanket Purchase Order No. B3-33823 to International Salt Company for approximately 6,000 tons of Type 1 Bulk Rock Salt at \$15.59 per ton (estimated total - \$93,540.00).

Five (5) salt companies received bids, and a total of four bids were returned, as indicated on the tab sheet.

Also attached are the following documents:

1. Copies of the four bids received
2. Copy of tab sheet
3. Copy of Bid Mailing List

Please process all of the attached documents for Council approval. As always, the purchase order number should not be released until Council approval has been received.


Ernestine Morrison

Approved:


A. C. Lord

63-270-8 9/1/76

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department
231 S. Clinton Street
Fort Wayne, IN 46802

International Salt Company
Clarks Summit, PA 18411

DELIVER TO:-

DEPARTMENT
OR DIVISION As released and directed

ADDRESS _____
CASH DISCOUNT TERMS _____ % IF PAID WITHIN _____ DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

63-270-8 9/3/76
PURCHASE ORDER NUMBER

B3-33823

DATE August 31, 1976

REF. NO.
REQ. NO. 4406

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER } 28-880-440

| | QUANTITY ORDERED | UNIT | MATERIALS, SUPPLIES OR SERVICES | UNIT PRICE | AMOUNT |
|--|---|-------------|--|------------------|--------|
| <p>COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL A- VOID FOLLOW UP CORRESPONDENCE.</p> <p>NOTE</p> <p>↓</p> <p>READ</p> <p>INSTRUCTIONS ON THE BACK OF THIS ORDER</p> <p>THE CONTRACTOR OR VENDOR, BY ACCEPT- ING THIS ORDER, A- GREES TO THE GEN- ERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIV- ERY, PACKING, ETC., NECESSARY TO COM- PLETE DELIVERY TO DESTINATION SPECI- FIED.</p> <p>UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND</p> <p>EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.</p> <p>IND. SALES TAX EXEMP. CERTIF. NO. 34508</p> <p>IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.</p> | <p>Approx. 6,000</p> | <p>Tons</p> | <p>TAX EXEMPT (UNLESS OTHERWISE INDICATED)</p> <p>BLANKET ORDER TO 10/31/1977</p> <p>Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride)</p> <p>Per Bid Ref. No. 732</p> <p>NOTE: Minimum truckload delivery - 21 tons</p> <p>Net 30 days F.O.B. Delivered to specified storage area - Prepaid. Ship - as released, on departmental purchase orders, against this Blanket order, by the using department.</p> <p>FOR THE CITY OF FORT WAYNE</p> <p><i>Henry P. Wehrenberg</i> SUBJECT TO COUNCILMANIC APPROVAL</p> <p><i>E. Fred W. Lammie</i></p> <p><i>May G. Scott</i></p> <p>XXXXXXXXXXXXXXXXXXXX MAYOR</p> | <p>15.59/Ton</p> | |
| | <p>APPROVED</p> <p>Board of Public Works</p> | | | | |

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED
BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREOF HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON
FILE IN THIS OFFICE.

XXXXXXXXXXXX City Controller **W.G. SCHNIZER**

XXXXXXXXXXXX Director of Purchases **A.C. LORD**

Per

Per

Registration of Bid 07
 Bid Reference No. 732
 Closing Date August 25, 1976

Approximately 6000 Tons
 Bulk Rock Salt

NY attached
 Diamond Crystal Salt Company
 916 South Riverside
 St. Clair, Michigan 48709
apl. OK Bid Bond

15.79/ton

net 30 days

NY on file
 Morton Salt Company
 9575 West Higgins Road
 Rosemont, Illinois 60018
apl. OK Bid Bond

15.70/ton

net 30 days

NY attached
 International Salt Company
 Clarks Summit, Pennsylvania 18411
apl. OK Bid Bond

15.59/ton

net 30 days

apl. OK *Chk. # 3866* *#467700* *✓*

Michigan Salt Company
 Rural Route #1
 Grabill, Indiana 46741

Verified with State - OK 8/26/76
State Bid - Private
Higher 15.70
15.92 Morton
15.82 Morton Co
Blanton 16.35
Goshen 14.90
WABASH 15.86
WARSAW 15.13
MAKOLA 15.29

NOTE
 SUBJECT TO
 ACCEPTANCE WITHIN
 30 DAYS AFTER BID
 OPENING

NY attached
 Ontar Chemicals, Inc.
 Sifto Salt Division
 9950 West Lawrence Avenue
 Schiller Park, Illinois 60176
apl. OK Bid Bond

15.70/ton

net 30 days

Bid Reference No. 732

Date August 25, 1976

Vendors Name & Address

Cards Mailed

Bids Picked Up

Bids Mailed

Diamond Crystal Salt Company
916 South Riverside
St. Clair, Michigan 48709

8-6-76

Morton Salt Company
9575 West Higgins Road
Rosemont, Illinois 60018

11

International Salt Company
Clarks Summit, Pennsylvania 18411

✓

4

Michigan Salt Company
Rural Route #1
Grabill, Indiana 46741
Attention: Alvin E. Fett

4

Dentac Chemicals, Inc.
Sifto Salt Division
Chicago O'Hare Aerospace Office Center
9950 West Lawrence Avenue
Suite #406
Schiller Park, Illinois 60176
Attention: Bruce Doane

11

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of

A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address
REQUIRED FOR DELIVERY TO:Department or Division Board of Public Safety - Street Department

9th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Wednesday - August 25, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14468. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 6Ref. No. 732Date August 6, 1976

Date wanted _____

Fund 28-880-440

Appropriation No. _____

| Quantity | Unit | Materials, Supplies, Equipment or Services | Unit Price | Total Amount |
|----------|------|---|------------|--------------|
| | | Approximately <u>6,000 Tons</u> Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per Attached Specifications. The enclosed Non-Collusion Affidavit must be completed and returned with your bid. Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E. E. O. Office for the current year: NOTE: Forms attached must be completed in full, if not on file in E. E. O. Office. Specify Which: On File: _____ Attached: <u>xx</u> | | |

Bid Bond required ☐ NO - ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES
See instruction item No. 18 on reverse side hereof.

Terms Net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 1-3 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Dontar Chemicals, Inc., Sifto Salt Division

For [Signature] Name of Company Marketing Mgr.Address 9950 W. Lawrence Ave.City Schiller Park, Ill. 60176 Date 8/19/76

SPECIFICATIONS

Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

1. Prices bid shall be for a minimum of Twenty (20) to Twenty-One (21) Tons per load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.
2. Prices bid shall be firm from the date of acceptance to October 31, 1977.
3. Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1977.

Price Per Ton: \$ 15.70

The City of Fort Wayne reserves the right to consider as a bid the effective state Q.P.A. price for the Indiana State Highway, Fort Wayne Sub-District and to accept such bid in lieu of any sealed bids if applicable.

The City of Fort Wayne reserves the right to reject any and/or all bids.

NON-COLLUSION AFFIDAVIT

ILLINOIS
STATE OF ~~INDIANA~~ }
-----COOK----- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

H. J. Miller

H. J. Miller, Marketing Manager

Bidder or Agent

For Domtar Chemicals, Inc., Sifto Salt Division

Firm or Corporation

Subscribed and sworn to before me this 19th day of August, 1976

My Commission Expires

May 7, 1977

Ella R. Barnard

REQUEST FOR PUBLICATION

| |
|------------|
| News |
| Sentinel X |
| Journal |
| Gazette X |
| Other |

DATE August 6, 1976

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Board of Public Works
9th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By BIDS WANTED - REFERENCE NO. 732

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Wednesday - August 25, 1976 - 10:00 A.M.
for the following items:

Approximately 6,000 Tons Type I Bulk Rock Salt
(Coarse-Crushed Sodium Chloride)

Each Bidder must submit a current 1976 written Affirmative Action Program with
his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A. C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

8-12-76

8-19-76

LEGAL NOTICE

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....Four Thousand Seven Hundred Ten and No/100 Dollars (\$4,710.00)

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute Some other Form. (Use of any other Form will disqualify your Bid.)

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Dontar Chemicals, Inc., Sifto Salt Division

Name of Bidder—Print or Type

By

Signature of Person Authorized to Sign

Title

Asst. Secty/Marketing Manager

9950 West Lawrence Avenue

Street Name and Number

Schiller Park, Illinois 60176

City, State and Zip Code

Date

August 19, 1976

See Cover Letter

Continental Insurance Company

Name of Company — Print or Type

Incorporated In the State of: New York

Address: 80 Maiden Lane, New York, New York

By

A. P. Lowe sign on this Line Attorney

SURETY

Witnessed by:

THE CONTINENTAL INSURANCE COMPANY

80 Maiden Lane, New York, New York 10038

GENERAL POWER OF ATTORNEY

Know all men by these Presents, That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

A. P. Loze of Schiller Park, Illinois

its true and lawful attorney for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees on behalf of
Domtar Chemicals Inc.

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of Fifty Thousand (\$50,000.) Dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of THE CONTINENTAL INSURANCE COMPANY on the 17th day of October, 1957 as amended April 20th, 1961:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or any Vice President of the Company, be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of THE CONTINENTAL INSURANCE COMPANY, bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Secretaries this 22nd day of April, 1974.

Attest:

Eugene P. Dougherty
Secretary



THE CONTINENTAL INSURANCE COMPANY
By

[Signature]
Vice-President

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 22nd day of April, 1974, before me personally came R. K. Ruesch, to me known, who being by me duly sworn, did depose and say that he resides in New Providence, in the County of Union, State of New Jersey, at 35 Alden Road; that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Robert Hoffman

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown, below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department
or Division

Board of Public Safety - Street Department

9th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Wednesday - August 25, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THIS CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14468. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

| Quantity | Unit | Materials, Supplies, Equipment or Service | Unit Price | Total Amount |
|----------|------|---|----------------|--------------|
| | | Approximately 6,000 Tons <u>Quoting on Morton Safe-T-Salt</u> | <u>Per Ton</u> | |
| | | Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per Attached Specifications. | \$15.70 | \$94,200.00 |
| | | The enclosed Non-Collusion Affidavit must be completed and returned with your bid. | | |
| | | The bulk treated rock salt offered in this bid is suitable for highway maintenance only and may, at seller's option, be shipped from covered stockpiles. | | |
| | | All prices quoted herein are subject to acceptance within 30 days and shall be deemed automatically to have been withdrawn if, by the end of that period, no award has been made. | | |
| | | Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E. E. O. Office for the current year: NOTE: Forms attached must be completed in full, if not on file in E. E. O. Office. | | |
| | | Specify Which: On File: <u>X</u> Attached: _____ | | |

Bid Bond required ☐ NO ☒ YES 5% of Bid - Performance Bond ☐ NO ☒ YES
See Instruction Item No. 16 on reverse side hereof.

Terms Net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and all the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Morton Salt Company, A Division
of Morton-Norwich Products, Inc.

Name of Company District Sales
Title Mgr.

Address A. J. Alter
3133 Flora Street
Detroit, Mi. 48209

City _____ Date 8-23-76

Page 1 of 6

Ref. No. 732

Date August 6, 1976

Date wanted _____

Fund 28-880-440

Appropriation No. _____

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agree to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
 6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
 7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
- References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner". Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2211-1964 supplement requiring each bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privilege of employment because of race, color religion, national origin or ancestry.**

16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**

- a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Date as follows:

Date as follows:

Accepted by Board of Purchasing, etc.

Accepted by Board of Purchasing, etc.

Date as follows:

Date as follows:

Accepted by Board of Purchasing, etc.

Accepted by Board of Purchasing, etc.

SPECIFICATIONS

QUOTING ON MORTON SAFE-T-SALT

Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

1. Prices bid shall be for a minimum of Twenty (20) to Twenty -One (21) Tons per load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.
2. Prices bid shall be firm from the date of acceptance to October 31, 1977.
3. Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1977.

Price Per Ton: \$ 15.70

The City of Fort Wayne reserves the right to consider as a bid the effective state Q.P.A. price for the Indiana State Highway, Fort Wayne Sub-District and to accept such bid in lieu of any sealed bids if applicable.

The City of Fort Wayne reserves the right to reject any and/or all bids.

NON-COLLUSION AFFIDAVIT

MICHIGAN
STATE OF ~~INDIANA~~
WAYNE } SS:
----- COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

A. L. Alter

A. L. Alter, District Sales Manager

Bidder or Agent
MORTON SALT COMPANY, A DIVISION
OF MORTON-NORWICH PRODUCTS, INC.
For -----
Firm or Corporation

Subscribed and sworn to before me this 23rd day of August, 19 76

My Commission Expires

January 22, 1979.

Richard Lee Higginson



REQUEST FOR PUBLICATION

| | |
|----------|---|
| News | |
| Sentinel | x |
| Journal | |
| Gazette | x |
| Other | |

DATE August 6, 1976

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Board of Public Works
9th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By BIDS WANTED - REFERENCE NO. 732

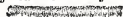
Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Wednesday - August 25, 1976 - 10:00 A.M.
for the following items:

Approximately 6,000 Tons Type I Bulk Rock Salt
(Coarse-Crushed Sodium Chloride)

Each Bidder must submit a current 1976 written Affirmative Action Program with
his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By  A. C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

8-12-76

8-19-76

LEGAL NOTICE

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Thousand and no/100

(\$5,000.00)

.....Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute
Some other Form. (Use of any other
Form will disqualify your Bid.)

.....Dollars
..... Bank
..... same terms and conditions as set forth in the above bond.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

.....
OTHER PARTIES INTERESTED IN
THIS PROPOSAL
(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

MORTON SALT COMPANY, A DIVISION OF
MORTON-NORWICH PRODUCTS, INC.

Name of Bidder—Print or Type

By Charles F. Taylor
Signature of Person Authorized to Sign

Title Controller

110 North Wacker Drive
Street Name and Number

Chicago, Illinois 60606
City, State and Zip Code

Date August 19, 1976

See Cover Letter
AMERICAN CASUALTY COMPANY
OF READING, PENNSYLVANIA
Name of Company—Print or Type

Incorporated Pennsylvania
In the State of:

Address 175 West Jackson Blvd., Chgo.,

By Warren L. Stahmer
Sign on this Line

Warren L. Stahmer, Attorney-in-fact
August 19, 1976

Witnessed by:

Beverly Nelson

SURETY



Offices/Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint George R. Hobough, Warren L. Stahmer, Glenn A. Evans, L. Riechers, Individually

of Chicago, Illinois

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature as follows:

Without Limitations

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

"Article VI — Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and

8-23208-A

STATE OF Illinois
COUNTY OF Cook } ss.

I, Kathy Behen

Notary Public of Cook County, in the State of Illinois, do hereby certify that Warren L. Stahmer

Attorney-in-fact, of the American Casualty Company of Reading, Pennsylvania, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the American Casualty Company of Reading, Pennsylvania, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 19th day of August, A.D. 19 76

My commission expires 24/78

Notary Public.

my commission expires June 10, 1977

CERTIFICATE

I, T. F. Doyle, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 19th day of August, 1976



T. F. Doyle
Assistant Secretary.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc., to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

Address REQUIRED FOR DELIVERY TO:

Department Board of Public Safety - Street Department
or Division 9th Floor - City County Building

Address One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Wednesday - August 25, 1976 - 10:00 A.M.

Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 6

Ref. No. 732

Date August 6, 1976

Date wanted _____

Fund 28-880-440

Appropriation No. _____

| Quantity | Unit | Materials, Supplies, Equipment or Services | Unit Price | Total Amount |
|----------|------|---|-----------------|--------------|
| | | <u>Approximately 6,000 Tons</u> | | |
| | | Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per Attached Specifications. | \$15.79 per ton | |
| | | The enclosed Non-Collusion Affidavit must be completed and returned with your bid. | | |
| | | Minimum 21 ton truckloads | | |
| | | Shipped from: Nicholson Cement Dock 2201 Albion, Toledo, Ohio 43606 Phone: 313/329-2211 ext. 289 to place orders | | |
| | | Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E. E. O. Office for the current year: NOTE: Forms attached must be completed in full, if not on file in E. E. O. Office. | | |
| | | Specify Which: On File: _____ Attached: <u>xx</u> | | |

Bid Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☒ NO ☐ YES
See instruction item No. 18 on reverse side hereof.

Terms Net % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and as the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 3-7 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

DIAMOND CRYSTAL SALT COMPANY

Name of Company Diamond Crystal Salt Co. Sales Mgr. Gov.
For Charles J. Schlarb Title Sales
Address 916 S. Riverside Avenue, St. Clair, Mich.
48079 8-197

SPECIFICATIONS

Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

1. Prices bid shall be for a minimum of Twenty (20) to Twenty -One (21) Tons per load delivered to any location in Fort Wayne, Indiana, via instructions from the Street Commissioner or Board of Public Works.
2. Prices bid shall be firm from the date of acceptance to October 31, 1977.
3. Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1977.

Price Per Ton: \$ 15.79

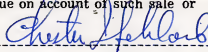
The City of Fort Wayne reserves the right to consider as a bid the effective state Q.P.A. price for the Indiana State Highway, Fort Wayne Sub-District and to accept such bid in lieu of any sealed bids if applicable.

The City of Fort Wayne reserves the right to reject any and/or all bids.

NON-COLLUSION AFFIDAVITMICHIGAN
STATE OF ~~INDIANA~~ST. CLAIR COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.



Chester I. Schlarb, Sales Mgr., Gov't. Sales
Bidder or Agent

For DIAMOND CRYSTAL SALT COMPANY
Firm or Corporation

Subscribed and sworn to before me this 19th day of August, 19 76

My Commission Expires

CHARLES R. TETLOCK
Notary Public, St. Clair County, Mich.
My commission expires Mar. 14, 1977



REQUEST FOR PUBLICATION

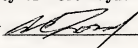
| |
|--|
| News |
| Sentinel <input checked="" type="checkbox"/> |
| Journal |
| Gazette <input checked="" type="checkbox"/> |
| Other |

DATE August 6, 1976

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Board of Public Works
9th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By 

BIDS WANTED - REFERENCE NO. 732


Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Wednesday - August 25, 1976 - 10:00 A.M.
for the following items:

Approximately 6,000 Tons Type I Bulk Rock Salt
(Coarse-Crushed Sodium Chloride)

Each Bidder must submit a current 1976 written Affirmative Action Program with
his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By  A. C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

8-12-76

8-19-76

LEGAL NOTICE

PROPOSAL AND BID SURETY FORM

PROPOSAL:

BOND NO. 80701364-M

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....5%.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

ATTENTION BIDDERS

Use This Form Only - DO NOT Substitute Some other Form. (Use of any other Form will disqualify your Bid.)

.....Dollars
..... Bank
is same terms and conditions as set forth in the above bond.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER AND PRINCIPAL

DIAMOND CRYSTAL SALT COMPANY

Name of Bidder—Print or Type
By Chita Schaub
Signature of Person Authorized to Sign

Title Sales Mgr., Government Sales

916 S. Riverside Avenue
Street Name and Number

St. Clair, Michigan 48079
City, State and Zip Code

Date August 19, 1976

See Cover Letter

Federal Insurance Company

Name of Company—Print or Type

Incorporated
In the State of: New Jersey

Address 100 William St., New York, N.Y.

SURETY

By Lois Stubbs
Lois Stubbs, Attorney-in-fact

Witnessed by:

June M. Doktor

STATE OF MICHIGAN
COUNTY OF ST. CLAIR

ss:

On this 13 day of AUGUST 19 76, before me personally came
LOIS STUBBS

who, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of the FEDERAL INSURANCE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he signed said instrument as an Attorney-in-Fact of said Company by like authority.

My Commission Expires

Acknowledged and Sworn to before me
on the date above written.

May 13, 1980

Deane Evans
(Notary Public)

Form 12085F (Rev. 4-63)

PRINTED
IN
U.S.A.

-----NIL----- Dollars (\$ NIL).
and with respect to all other types of Court Bonds the sum of ONE HUNDRED THOUSAND
Dollars (\$ 100,000.00).

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this
3rd day of January 19 75

FEDERAL INSURANCE COMPANY
By



George McClellan
George McClellan
Assistant Vice-President

Richard D. O'Connor
Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY }
County of Essex } ss:

On this 3rd day of January 19 75, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor, being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof, that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written.



Patricia Ryan
Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY

My Commission Expires December 11, 1978

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of A.C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802Address
REQUIRED FOR DELIVERY TO: B of WDepartment or Division Board of Public Safety - Street Department9th Floor - City County BuildingAddress One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Wednesday - August 25, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34688. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 16 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Page 1 of 6Ref. No. 732Date August 6, 1976

Date wanted _____

Fund 28-880-440

Appropriation No. _____

| Quantity | Unit | Materials, Supplies, Equipment or Services | Unit Price | Total Amount |
|----------|------|---|------------|--------------|
| | | Approximately <u>6,000 Tons</u> | | |
| | | Type 1 Bulk Rock Salt (Coarse-Crushed Sodium Chloride) as per Attached Specifications. | | |
| | | The enclosed Non-Collusion Affidavit must be completed and returned with your bid. | | |
| | | Truck Delivery - Minimum Truckload - 21 tons ✓ | | |
| | | Bulk rock salt will be treated with an anti-caking agent. | | |
| | | Our delivered price quoted above applies f.o.b. your storage area with all transportation charges prepaid. | \$15.59 | \$93,540.00 |
| | | Terms of payment are net 30 days from shipment. | | |
| | | Attached is our certified check in the amount of \$4,677.00 | | |
| | | We will protect our quoted price through <u>October 31, 1977</u> , if our proposal is accepted and acknowledged within 30 days from your August 25, 1976 bid opening. | | |
| | | Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E. E. O. Office for the current year: NOTE: Forms attached must be completed in full, if not on file in E. E. O. Office. | | |
| | | Specify Which: On File: <u> <i> </i> </u> Attached: <u> <i> </i> </u> | | |

Bid Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☒ NO ☐ YES

See instruction item No. 16 on reverse side hereof.

Terms XXXX % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

TERMS: NET 30 DAYS

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 3-5 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

INTERNATIONAL SALT COMPANY

For Donald B. Holman Name of Company Mgr.-Hwy.-Bidding
Donald B. Holman Title

Address Clarks Summit, Pa. 18411 Date 8/20/76
City

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Indemnifications and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any plant or material, process, article, or device that may enter into the manufacture, construction, or fulfillment of the work covered by either order or contract and be further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.

7. Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular items referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

2. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
3. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should include tax, and the City will pay any tax applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to A.R.T. trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
- Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 208, section 10, being Burns Indiana Statute 40-2216-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A BM bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. Submission and Receipt of Bids:

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned to the City of San Jose, California, at the address indicated on the front cover of the Bid Document. Proposals received after the closing date and time of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

SPECIFICATIONS

Type I Bulk Rock Salt (Coarse-Crushed Sodium Chloride) to be used for Ice and Snow Removal and Control which shall be chemically treated to prevent hardening.

1. Prices bid shall be for a minimum of Twenty (20) to Twenty-One (21) Tons per load delivered to any location in Fort Wayne, Indiana, via Instructions from the Street Commissioner or Board of Public Works.
2. Prices bid shall be firm from the date of acceptance to October 31, 1977.
3. Prices quoted are to be firm F.O.B. Destination for the period through October 31, 1977.

Price Per Ton: \$15.59

The City of Fort Wayne reserves the right to consider as a bid the effective state Q.P.A. price for the Indiana State Highway, Fort Wayne Sub-District and to accept such bid in lieu of any sealed bids if applicable.

The City of Fort Wayne reserves the right to reject any and/or all bids.

NON-COLLUSION AFFIDAVIT

PENNSYLVANIA
STATE OF ~~INDIANA~~,
LACKAWANNA } SS:
----- COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

INTERNATIONAL SALT COMPANY

Donald B. Holman

Bidder or Agent

Donald B. Holman-Mgr.-Highway Bidding

For INTERNATIONAL SALT COMPANY

Firm or Corporation

Subscribed and sworn to before me this 20th day of August, 19 76

My Commission Expires

March 3, 1979

Barbara A. Linsdale

REQUEST FOR PUBLICATION

| |
|------------|
| News |
| Sentinel x |
| Journal |
| Gazette x |
| Other |

DATE August 6, 1976

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Board of Public Works
9th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By BIDS WANTED - REFERENCE NO. 732

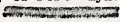
Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Wednesday - August 25, 1976 - 10:00 A.M.
for the following items:

Approximately 6,000 Tons Type I Bulk Rock Salt
(Coarse-Crushed Sodium Chloride)

Each Bidder must submit a current 1976 written Affirmative Action Program with
his or her bid - or - have it on file with our E.E.O. Office for the current year.

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By  A. C. Lord
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

8-12-76

8-19-76

LEGAL NOTICE

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☒

Cashiers ☐ Check No. 3866

..... in the sum of Dollars

Four Thousand Six Hundred Seventy-Seven..... Bank on Northeastern Bank of Pennsylvania

of Clarks Summit, Pennsylvania 18411

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

INTERNATIONAL SALT COMPANY

Name of Bidder—Print or Type

By Donald B. Holman Donald B. Holman
Signature of Person Authorized to Sign

Title Manager - Highway Bidding

Street Name and Number

Clarks Summit, Pa. 18411

City, State and Zip Code

Date August 20, 1976

See Cover Letter

Name of Company — Print or Type

Incorporated
In the State of:.....

Address.....

By.....
Sign on this Line

Witnessed by:

SURETY

TITLE OF ORDINANCE SPECIAL ORDINANCE - Civil City Purchase Order 33823DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKSSYNOPSIS OF ORDINANCE Civil City Purchase Order to International Salt Company

S. 76-09-19

provides for the proposed purchase of approximately 6,000 tons of Bulk Rock Salt (Coarse-crushed Sodium Chloride) at \$15.59 per ton to be used by the Street Department for ice and snow removal.

This was the low of four bids received:

| | |
|--------------------------|-----------------|
| Diamond Crystal Salt Co. | \$15.79 per ton |
| Morton Salt Co. | 15.70 per ton |
| International Salt Co. | 15.59 per ton |
| Domtar Chemicals, Inc. | 15.70 per ton |

(SEE COPIES OF BIDS ATTACHED)

EFFECT OF PASSAGE Provide Street Department with salt for ice and snow controlEFFECT OF NON-PASSAGE Purchase in small quantities at higher cost

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Cost to Street Department
of \$15.59 per ton as ordered

ASSIGNED TO COMMITTEE

Public Wks. J. H. H.